APPENDIX 911

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APPENDIX 911

TERMS AND CONDITIONS FOR PROVIDING CONNECTION
TO E911 UNIVERSAL EMERGENCY NUMBER SERVICE

1.   INTRODUCTION

1.1   This Appendix sets forth terms and conditions for E911 Service provided by **AMERITECH WISCONSIN** (**AM-WI**) and TWTC.

1.2   SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3   As used herein, **AM-WI** means the applicable above listed ILEC doing business in Wisconsin.

1.4   The prices at which **AM-WI** agrees to provide TWTC with E911 Service are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2.   DEFINITIONS

2.1   **"911 Trunk"** means a trunk capable of transmitting Automatic Number Identification (ANI) associated with a call to 911 from TWTC's End Office to the E911 system.

2.2   **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.

2.3   **"Automatic Number Identification" or "ANI"** means the telephone number associated with the access line from which a call to 911 originates.

2.4   **"Company Identifier" or "Company ID"** means a three to five (3 to 5) character identifier chosen by the Local Exchange Carrier that distinguishes the entity providing dial tone to the End-User. The Company Identifier is maintained by NENA in a nationally accessible database.

2.5   **"Database Management System" or "DBMS"** means a system of manual procedures and computer programs used to create, store and update the data required

to provide Selective Routing and/or Automatic Location Identification for 911 systems.

2.6 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 911.

2.7 **"E911 Universal Emergency Number Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service")** or **"E911 Service"** means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).

2.8 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.

2.9 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency (ies).

2.10 **"National Emergency Number Association" or "NENA"** means the National Emergency Number Association is a not-for-profit corporation established in 1982 to further the goal of "One Nation-One Number". NENA is a networking source and promotes research, planning, and training. NENA strives to educate, set standards and provide certification programs, legislative representation and technical assistance for implementing and managing 911 systems.

2.11 **"Public Safety Answering Point" or "PSAP"** means an answering location for 911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.

2.12 **"Selective Routing" and "Selective Router" or "SR"** means the routing and equipment used to route a call to 911 to the proper PSAP based upon the number and

location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line from which the 911 call was placed.

3. **AM-WI RESPONSIBILITIES**

3.1   **AM-WI** shall provide and maintain such equipment at the E911 SR and the DBMS as is necessary to perform the E911 services set forth herein when **AM-WI** is the 911 Service Provider. **AM-WI** shall provide 911 Service to TWTC as described this section in a particular Rate Center in which TWTC is authorized to provide local telephone exchange service and **AM-WI** is the 911 Service Provider. This shall include the following:

3.2   Call Routing

    3.2.1   When facilities are purchased from **AM-WI**, **AM-WI** will transport 911 calls from each TWTC point of interconnection (POI) to the SR office of the E911 system, where **AM-WI** is the 911 Service Provider.

    3.2.2   **AM-WI** will switch 911 calls through the SR to the designated primary PSAP or to designated alternate locations, according to routing criteria specified by the PSAP.

    3.2.3   **AM-WI** will forward the calling party number (ANI) it receives from TWTC and the associated 911 Address Location Identification (ALI) to the PSAP for display. If no ANI is forwarded by TWTC, **AM-WI** will forward an Emergency Service Central Office (ESCO) identification code for display at the PSAP. If ANI is forwarded by the TWTC, but no ALI record is found in the E911 DBMS, **AM-WI** will report this "No Record Found" condition to the TWTC in accordance with NENA standards.

3.3   Facilities and Trunking

    3.3.1   **AM-WI** shall provide and maintain sufficient dedicated E911 trunks from **AM-WI**'s SR to the PSAP of the E911 Customer, according to provisions of the appropriate state Commission-approved tariff and documented specifications of the E911 Customer.

    3.3.2   **AM-WI** will provide facilities to interconnect the TWTC, as specified in the local state tariff. Additionally, when diverse facilities are requested by TWTC, **AM-WI** will provide such diversity where technically feasible, at standard local state tariff rates.

    3.3.3   Upon written request by TWTC, **AM-WI** shall, in a timely fashion, provide TWTC with a description of the geographic area (or Rate Center) and PSAPs served by the E911 SR based upon the standards set forth in the May 1997

NENA Recommended Standards for Local Service Provider Interconnection Information Sharing, or any subsequent revision(s) thereto. AM-IN will also provide TWTC with identification of local procedures and responsibility for assigning default call routing, as well as identification of call overflow routing based upon the standards set forth in the May 1997 NENA Recommended Standards for Local Service Provider Information Sharing.

3.3.4   **AM-WI** and TWTC will cooperate to promptly test all trunks and facilities between TWTC's network and the **AM-WI** SR(s).

3.4   Database

3.4.1   Where **AM-WI** manages the E911 database, **AM-WI** shall store the TWTC's End User 911 Records [that is, the name, address, and associated telephone number(s) for each of TWTC's End Users served by TWTC's exchange(s)] in the electronic data processing database for the E911 DBMS. TWTC or its representative(s) is responsible for electronically providing End User 911 Records and updating this information.

3.4.2   **AM-WI** shall coordinate access to the **AM-WI** E911 DBMS for the initial loading and updating of TWTC End User 911 Records.

3.4.3   **AM-WI**'s ALI database shall accept electronically transmitted files that are based upon NENA standards. Manual entry shall be allowed only in the event that DBMS is not functioning properly.

3.4.4   **AM-WI** will update TWTC's End User 911 Records in the E911 DBMS. **AM-WI** will then provide TWTC an error and status report. This report will be provided in a timely fashion and in accordance with the methods and procedures described in the documentation to be provided to the TWTC.

3.4.5   **AM-WI** shall provide the TWTC with a file containing the Master Street Address Guide (MSAG) for the TWTC's respective exchanges or communities. The MSAG will be provided on a routine basis but only for those areas where TWTC is authorized to do business as a local exchange service provider and **AM-WI** is the 911 service provider.

3.4.6   Where **AM-WI** manages the DBMS, **AM-WI** shall establish a process for the management of NPA splits by populating the DBMS with the appropriate NPA codes.

4.   TWTC RESPONSIBILITIES

4.1   Call Routing

4.1.1   TWTC will transport 911 calls from each point of interconnection (POI) to the **AM-WI** SR office of the E911 system, where **AM-WI** is the 911 Service Provider.

4.1.2   TWTC will forward the ANI information of the party calling 911 to the **AM-WI** 911 Selective Router.

4.2   Facilities and Trunking

4.2.1   TWTC shall provide interconnection with each **AM-WI** 911 Selective Router that serves the exchange areas in which TWTC is authorized to and will provide telephone exchange service.

4.2.2   TWTC acknowledges that its End Users in a single local calling scope may be served by different SRs and TWTC shall be responsible for providing facilities to route 911 calls from its End Users to the proper E911 SR.

4.2.3   TWTC shall provide a minimum of two (2) one-way outgoing E911 trunk(s) dedicated for originating 911 emergency service calls from the point of interconnection (POI) to each **AM-WI** 911 Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable 911 Customer, the Parties agree to implement Common Channel Signaling trunking rather than CAMA MF trunking.

4.2.4   In **AM-WI** only, the TWTC is responsible for providing a separate 911 trunk group for each county or other geographic area that it serves if the 911 Customer for such county or geographic area has a specified varying default routing condition. In addition, 911 traffic originating in one (1) NPA (area code) must be transmitted over a separate 911 trunk group from 911 traffic originating in any other NPA (area code) 911.

4.2.5   TWTC shall maintain transport capacity sufficient to route traffic over trunks between the TWTC switch and the **AM-WI** SR.

4.2.6   TWTC shall provide sufficient trunking and facilities to route TWTC's originating 911 calls to the designated **AM-WI** 911 SR. TWTC is responsible for requesting that trunking and facilities be routed diversely for 911 connectivity.

4.2.7   TWTC is responsible for determining the proper quantity of trunks and facilities from its switch(es) to the **AM-WI** 911 SR.

4.2.8   TWTC shall engineer its 911 trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by Applicable Law or duly authorized Governmental Authority.

4.2.9   TWTC shall monitor its 911 circuits for the purpose of determining originating network traffic volumes. If TWTC's traffic study indicates that additional circuits are needed to meet the current level of 911 call volumes, TWTC shall request additional circuits from **AM-WI**.

4.2.10   TWTC will cooperate with **AM-WI** to promptly test all 911 trunks and facilities between TWTC's network and the **AM-WI** 911 Selective Router(s) to assure proper functioning of 911 service. TWTC agrees that it will not pass live 911 traffic until successful testing is completed by both parties.

4.2.11   TWTC is responsible for the isolation, coordination and restoration of all 911 network maintenance problems to TWTC's demarcation (for example, collocation). **AM-WI** will be responsible for the coordination and restoration of all 911 network maintenance problems beyond the demarcation (for example, collocation). TWTC is responsible for advising **AM-WI** of the circuit identification and the fact that the circuit is a 911 circuit when notifying **AM-WI** of a failure or outage. The Parties agree to work cooperatively and expeditiously to resolve any 911 outage. **AM-WI** will refer network trouble to TWTC if no defect is found in **AM-WI**'s 911 network. The Parties agree that 911 network problem resolution will be managed expeditiously at all times.

4.3   Database

4.3.1   Once E911 trunking has been established and tested between TWTC's End Office and all appropriate SRs, TWTC or its representatives shall be responsible for providing TWTC's End User 911 Records to **AM-WI** for inclusion in **AM-WI**'s DBMS on a timely basis. **AM-WI** and TWTC shall arrange for the automated input and periodic updating of TWTC's End User 911 Records.

4.3.2   TWTC or its agent shall provide initial and ongoing updates of TWTC's End User 911 Records that are MSAG-valid in electronic format based upon established NENA standards.

4.3.3   TWTC shall adopt use of a Company ID on all TWTC End User 911 Records in accordance with NENA standards. The Company ID is used to identify the carrier of record in facility configurations.

4.3.4 TWTC is responsible for providing **AM-WI** updates to the ALI database; in addition, TWTC is responsible for correcting any errors that may occur during the entry of their data to the **AM-WI** 911 DBMS.

4.3.5 The TWTC shall reimburse **AM-WI** for any additional database charges incurred by **AM-WI** for errors in ALI data updates caused by TWTC or its third-party agent. Those errors are to include incomplete file records or those TWTC End User 911 Records found not to be in accordance with established NENA standards.

4.3.6 TWTC shall be solely responsible for providing test records and conducting call-through testing on all new exchanges.

4.4 Other

4.4.1 TWTC is responsible for collecting from its End Users and remitting to the appropriate municipality or other governmental entity any applicable 911 surcharges assessed on the local service provider and/or End Users by any municipality or other governmental entity within whose boundaries the TWTC provides local exchange service.

5.   RESPONSIBILITIES OF BOTH PARTIES

5.1 Jointly coordinate the provisioning of transport capacity sufficient to route originating 911 calls from the TWTC's POI to the designated **AM-WI** 911 Selective Router(s).

6.   METHODS AND PRACTICES

6.1 With respect to all matters covered by this Appendix, each Party will comply with all of the following to the extent that they apply to E911 Service: (i) all FCC and applicable state Commission rules and regulations, (ii) any requirements imposed by any Governmental Authority other than a Commission, (iii) the terms and conditions of **AM-WI**'s Commission-ordered tariff(s) and (iv) the principles expressed in the recommended standards published by NENA.

6.2 **AM-WI** will adhere to the March 1997 NENA recommended Standards for Local Service Providers relating to provision of dedicated trunks from the End User's End Office Switch to **AM-WI**'s Selective Routing. **AM-WI** will only exceed the NENA recommended Minimum Trunking Requirements for such trunks under extenuating circumstances and with the prior written approval of the public safety entity that is the E911 Customer as defined in Section 2.6.

7.   CONTINGENCY

7.1   The terms and conditions of this Appendix represent a negotiated plan for providing E911 Service.

7.2   The Parties agree that the E911 Service is provided for the use of the E911 Customer, and recognize the authority of the E911 Customer to establish service specifications and grant final approval (or denial) of service configurations offered by **AM-WI** and TWTC.   These specifications shall be documented in TWTC Serving Area Description and E911 Interconnection Details. TWTC shall complete its portion of the 911 Trunk Group Request Form and submit it to **AM-WI** not later than forty-five (45) days prior to the passing of live traffic. **AM-WI** shall complete its portion of the 911 Trunk Group Request Form and return the 911 Trunk Group Request Form to TWTC not later than thirty (30) days prior to the passing of live traffic.

7.3   This Section Intentionally Left Blank

7.4   Each Party has designated a representative who has the authority to complete additional 911 Trunk Group Request Forms when necessary to accommodate expansion of the geographic area of TWTC into the jurisdiction of additional PSAP(s) or to increase the number of CAMA trunks. TWTC must meet the approval of each additional 911 Trunk Group Request Form as set forth in Section 7.2, and shall furnish documentation of all requisite approval(s) of each additional 911 Trunk Group Request Form in accordance with Section 7.2.

7.5   In **AM-WI**, the state specific forms shall be submitted in lieu of the 911 Trunk Group Request Form referenced in Sections 7.2 and 7.4 hereof.

8.   BASIS OF COMPENSATION

8.1   Rates for access to E911 Services are set forth in **AM-WI**'s Appendix Pricing or applicable state Commission-approved tariff.

8.2   Charges shall begin on the date that E911 Service is turned on for live traffic.

9.   LIABILITY

9.1   **AM-WI**'s liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, is not limited by any provision of this Appendix. **AM-WI** shall not be liable to TWTC, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith.   Damages arising out of such interruptions, defects, failures or malfunctions of the system after **AM-WI** has been notified and has had reasonable

time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from TWTC until service is restored.

9.2   TWTC's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct is not limited by any provision of this Appendix. In the event TWTC provides E911 Service to **AM-WI**, TWTC shall not be liable to **AM-WI**, its End Users or its E911 calling parties or any other parties or persons for any Loss arising out of the provision of E911 Service or any errors, interruptions, defects, failures or malfunctions of E911 Service, including any and all equipment and data processing systems associated therewith. Damages arising out of such interruptions, defects, failures or malfunctions of the system after TWTC has been notified and has had reasonable time to repair, shall in no event exceed an amount equivalent to any charges made for the service affected for the period following notice from **AM-WI** until service is restored.

9.3   TWTC agrees to release, indemnify, defend and hold harmless **AM-WI** from any and all Loss arising out of **AM-WI**'s provision of E911 Service hereunder or out of TWTC's End Users' use of the E911 Service, whether suffered, made, instituted or asserted by TWTC, its End Users, or by any other parties or persons, for any personal injury or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by TWTC, its End Users or others, unless the act or omission proximately causing the Loss constitutes gross negligence, recklessness or intentional misconduct of **AM-WI**.

9.4   TWTC also agrees to release, indemnify, defend and hold harmless **AM-WI** from any and all Loss involving an allegation of the infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the E911 Service features and the equipment associated therewith, including by not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E911 Service provided hereunder, unless the act or omission proximately causing the Loss constitutes the gross negligence, recklessness or intentional misconduct of **AM-WI**.

10.   MUTUALITY

10.1   TWTC agrees that to the extent it offers the type of services covered by this Appendix to any company, that should **AM-WI** request such services, TWTC will provide such services to **AM-WI** under terms and conditions comparable to the terms and conditions contained in this Appendix.

11.   APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

11.1   Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.